

SEND TAX BILL, IF ANY, TO:
Seed Capital Kentucky, Inc.
200 York Street
Louisville, Kentucky 40203

DEED

THIS DEED executed by the hereafter named Grantor and Grantee on the date or dates shown by the notarial certificate or certificates hereon, but delivered, effective and dated this 23rd day of March, 2016, by and between:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

(Grantor)

a Kentucky consolidated local government
527 West Jefferson Street, 4th Floor
Louisville, Kentucky 40202

and

SEED CAPITAL KENTUCKY, INC.

(Grantee)

a Kentucky non-profit corporation
200 York Street
Louisville, Kentucky 40203

WITNESSETH:

That for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys, with covenant of Special Warranty, unto the Grantee, in fee simple the real estate, together with all improvements thereon, specifically described in Exhibit A, attached hereto, made a part hereof and incorporated herein (the "Property").

Grantor covenants that it is lawfully seized of the estate hereby conveyed, that it has full right and power to convey same and that said estate is free from all encumbrances of record during the period Grantor owned said Property, except easements and restrictions of record and zoning laws affecting said Property, if any, and except State, Metro and School District taxes assessed and payable in the year 2016, if any, and thereafter, which the Grantee assumes and agrees to pay if owed.

SE153:000SE:1076609:5:LOUISVILLE
3/22/16

CONSIDERATION CERTIFICATE

The fair market value of the Property conveyed herein is \$1,570,000.00. The Grantor and Grantee further certify that the fair market value reflected in this Deed is the full market value of the Property.

This conveyance was approved by the Louisville/Jefferson County Metro Council on _____, 201____, by Resolution No. ____, Series 201____, a copy of which is attached hereto as Exhibit B.

AUTOMATIC REVERTER

If, on or before September 1, 2017, Grantee fails to provide Grantor with evidence, satisfactory to Grantor, that Grantee has sufficient financing to complete Phase I (as that term is defined in a Development Agreement executed to memorialize certain terms and conditions related to the West Louisville FoodPort Project) of the Project (as that term is defined in the aforementioned Development Agreement) (the "Financing Condition"), the Property shall automatically revert to the Grantor. Provided Grantee has satisfied the Financing Condition on or before September 1, 2017 (the "Reverter Termination Date"), Grantor agrees to execute and deliver to Grantee, on or before that date that is thirty (30) days after the Reverter Termination Date, a document, in recordable form and reasonably acceptable to Grantor and Grantee, stating that the automatic reverter described in the immediately preceding sentence is no longer applicable to the Property. The term "Development Agreement" means that certain West Louisville FoodPort Development Agreement dated March _____, 2016, by and between Grantor and Grantee.

[the remainder of this page intentionally left blank]

IN TESTIMONY WHEREOF, witness the signature of the Grantor and the signature of the Grantee, the day and year first above written.

GRANTOR:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**
a Kentucky consolidated local government

By: _____


GREG FISCHER, Mayor

APPROVED AS TO FORM & LEGALITY:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

By: _____


JOHN A. WILMES

Assistant Jefferson County Attorney

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 23rd day of March, 2016, **Greg Fischer**, as the Mayor of **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, a Kentucky consolidated local government, Grantor, appeared before me and before me acknowledged and swore that he executed and delivered the foregoing instrument and the foregoing Consideration Certificate as his free and voluntary act and deed on behalf of such local government.

My commission expires: 9/28/2019


Notary Public, State at Large, Kentucky

GRANTEE:

SEED CAPITAL KENTUCKY, INC.

a Kentucky non-profit corporation

By: Caroline R. Heine

Name: Caroline R. Heine

Title: Project Director

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

22nd I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day of March, 2016, Caroline R. Heine, as the Project Director of **SEED CAPITAL KENTUCKY, INC.**, a Kentucky non-profit corporation, Grantee, appeared before me and before me acknowledged and swore that he/she executed and delivered the foregoing Consideration Certificate as her/his free and voluntary act and deed on behalf of such corporation.

My commission expires: 9/28/2019

Julie Radican
Notary Public, State at Large, Kentucky

NO TITLE EXAMINATION HAS BEEN REQUESTED OR PERFORMED

I hereby certify that this conveyance is exempt from Kentucky real estate transfer tax pursuant to the exemption set forth in K.R.S. 142.050(7)(b).


JOHN A. WILMES

THIS DEED PREPARED BY:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY


By: 
JOHN A. WILMES
Assistant Jefferson County Attorney
531 Court Place, Suite 900
Louisville, Kentucky 40202
(502) 574-3348
(502) 574-5573 (Fax)
john.wilmes@louisvilleky.gov

Exhibit A
to
Deed

(Attach Legal Description of the Property)

Exhibit B
to
Deed

(Attach Resolution)